

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Stock Purchase Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spectris, Inc.		06/15/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fluke Electronics Corporation
Street Address:	9028 Evergreen Way
City:	Everett
State/Country:	WASHINGTON
Postal Code:	98204
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2470690	DIGICAM-IR
Registration Number:	2007243	INFRARAIL
Registration Number:	2007242	INFRARAIL
Registration Number:	1421788	IRCON
Registration Number:	1506960	MAXLINE
Registration Number:	2449768	MINIRT
Registration Number:	1477494	MIRAGE
Registration Number:	2866291	MODLINE
Registration Number:	1528015	MODLINE PLUS
Registration Number:	1321908	MODLINE4
Registration Number:	1821050	SCANIR
Registration Number:	1617487	ULTIMAX

CORRESPONDENCE DATA

CH \$315.00 2470690

Fax Number: (206)359-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (206) 359-8000
Email: pctrademarks@perkinscoie.com
Correspondent Name: Perkins Coie LLP
Address Line 1: 1201 Third Avenue
Address Line 2: Suite 4800
Address Line 4: Seattle, WASHINGTON 98101-3099

ATTORNEY DOCKET NUMBER:	25445-4000.0000.GX124
NAME OF SUBMITTER:	Sarah J. Taylor
Signature:	/Sarah J. Taylor/
Date:	05/20/2008

Total Attachments: 11

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STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT, dated as of June 15, 2007, among Fluke Electronics Corporation, a Delaware corporation ("Fluke U.S."), Fluke Holding B.V., a company organized under the laws of the Netherlands ("Fluke Netherlands" and together with Fluke U.S., "Buyers"), Spectris Inc., a Delaware corporation ("Spectris"), Fairey Netherlands B.V., a Netherlands private limited company ("Fairey" and together with Spectris, "Sellers"), and, solely for the purposes of Sections 7.7 and 7.8, Spectris plc, a company organized under the laws of England and Wales ("Parent").

PRELIMINARY STATEMENT:

WHEREAS, Spectris is the owner of all of the outstanding shares of capital stock of Ircon, Inc., a Delaware corporation ("Ircon US");

WHEREAS, Fairey is the owner of all of the outstanding shares of capital stock of Ircon B.V., a Netherlands private limited company ("Ircon Netherlands" and together with Ircon US, the "Companies");

WHEREAS, the Companies are in the business of the design, manufacture, calibration and service of infrared pyrometry and thermal imaging products (the "Business");

WHEREAS, Parent is the ultimate parent of Sellers; and

WHEREAS, Sellers desire to sell to Buyers, and Buyers desire to purchase from Sellers, all of the capital stock of the Companies, all on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed among Buyers and Sellers as follows:

ARTICLE I DEFINITIONS

1.1 **Definitions.** In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms.

"Accounting Principles" means the financial accounting principles and practices ordinarily used in the preparation of the management accounts of the Companies consistent with past practice, as modified and supplemented by the accounting principles set forth in Schedule 3.3(a)(ii) hereto.

"Adjustment Amount" shall have the meaning set forth in Section 3.2.

"Adjustment Statement" shall have the meaning set forth in Section 3.3(b).

"Affected Employees" has the meaning specified in Section 7.3(a).

“Fluke Netherlands” has the meaning specified in the first paragraph of this Agreement.

“Fluke U.S.” has the meaning specified in the first paragraph of this Agreement.

“Former Owned Real Property” means that certain real property located at 7301 N. Caldwell, Niles, Illinois formerly owned by Ircon US and transferred to Spectris immediately prior to the closing of the transactions contemplated hereby.

“Governmental Body” means any foreign, federal, state, local or other governmental authority or regulatory body (including any applicable self-regulatory organization).

“Governmental Permits” has the meaning specified in Section 5.8.

“Guaranteed Obligations” has the meaning specified in Section 7.8.

“IFRS” means International Financial Reporting Standards, consistently applied by the Companies, in effect at the date of the financial statement to which it refers.

“IFRS Financial Statements” means (i) the unaudited aggregated balance sheets of the Companies as of December 31, 2006, 2005 and 2004 and the related unaudited aggregated statements of income and cash flows for each of the years then ended included in Schedule 5.5 and (ii) the unaudited aggregated balance sheet of the Companies as of March 31, 2007 and the related unaudited aggregated statements of income and cash flows for the three-month period then ended, included in Schedule 5.5.

“Indemnified Party” has the meaning specified in Section 8.3.

“Indemnitor” has the meaning specified in Section 8.3.

“Initial Purchase Price” has the meaning specified in Section 3.1.

“Intellectual Property” means Copyrights, Patent Rights, Trademarks, Trade Secrets, designs, data and database rights and registrations and applications for registration thereof, mask works and registrations and applications for registration thereof and any other rights in semiconductor topologies under the laws of any jurisdiction and statutory invention registrations.

“Intercompany Trading Amounts” means each amount, including, without limitation, any outstanding or unsettled interest, owed by or to Spectris or any of its Affiliates (other than the Companies) in the ordinary course of trading to or by either Company as of the Closing Date in respect of trade payables and receivables, rental payments on properties retained by Sellers at Closing, rental payments by or to Spectris or any of its Affiliates (other than the Companies) on properties transferred to or retained by either Company, employee benefits paid directly by Spectris or any of its Affiliates, sales taxes paid directly by Spectris or any of its Affiliates (other than the Companies), insurance and any other trading expense incurred in the

“Section 338(h)(10) Election” shall mean an election under §338(h)(10) of the Code (and any corresponding elections under state, local or foreign tax law).

“Sellers” has the meaning specified in the first paragraph of this Agreement.

“Seller Ancillary Agreements” means all agreements, instruments and documents being or to be executed and delivered by Sellers under this Agreement or in connection herewith.

“Seller Group Member” means Sellers and their Affiliates, directors, officers, employees, and their respective successors and assigns.

“Shares” has the meaning specified in Section 2.1.

“Software” means computer software programs and software systems, including all databases, compilations, tool sets, compilers, higher level “proprietary” languages, related documentation and materials, whether in source code, object code or human readable form; provided, however, that Software does not include software that is pre-installed or embedded in hardware used by the Companies, available generally through consumer retail stores, distribution networks or is subject to “shrink-wrap” license agreements.

“Straddle Period” means any taxable year or period beginning before and ending after the Closing Date.

“Tax” (and, with correlative meaning, **“Taxes”**) means any federal, state, local or foreign income, gross receipts, property, sales, use, license, excise, franchise, employment, payroll, withholding, alternative or add-on minimum, ad valorem, value added, transfer or excise tax, or any other tax, custom, duty, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or penalty, imposed by any Governmental Body.

“Tax Package” has the meaning set forth in Section 7.2(b)(iii).

“Tax Return” means any return, report or similar statement required to be filed with respect to any Tax (including any attached schedules), including, without limitation, any information return, claim for refund, amended return or declaration of estimated Tax.

“Territory” has the meaning specified in Section 7.7(a).

“Trademarks” means trademarks, service marks, trade names, trade dress, Internet domain names, corporate names and doing business designations, and all registrations and pending applications to register the foregoing.

“Trade Secrets” means confidential ideas, trade secrets, know-how, concepts, methods, processes, formulae, reports, data, customer lists, mailing lists, supplier lists, financial, marketing and business data, pricing and cost information, business and marketing plans, or other proprietary information that provides the owner with a competitive advantage.

“Transaction Expenses” has the meaning specified in Section 9.10.

“Transitional Period” has the meaning specified in Section 7.10.

“Transitional Services” means (i) the employment of the individuals identified on Exhibit A (and any successor to such individual designated by Ircon US, provided such successor has been approved by Spectris, such approval not to be unreasonably withheld, conditioned or delayed) located in the Asia Pacific region by Seller Group Members on behalf of Ircon US (it being understood that such persons shall dedicate 100% of their employment duties while employed by Seller Group Members to providing services to Ircon US and that the employment of such persons shall not be terminated by Seller Group Members during the period during which Transitional Services are provided without the prior written consent of Ircon US, such consent not to be unreasonably withheld, conditioned or delayed) and the associated provision of facility, personnel administration, accounting, legal compliance and financial control services to Ircon US by such Seller Group Members, as at Closing and (ii) to the extent permitted by any relevant license or other contract, access, use, support and maintenance to any information technology server operated by Parent or any of its Affiliates and software applications associated therewith, consistent with such access, use, support and maintenance historically afforded to the Companies. Schedule 1.1 sets forth a list of each license or other contract that would prohibit the Transitional Services described in clause (ii) above from being provided to the Companies after the Closing.

“Unrelated Accounting Firm” has the meaning set forth in Section 3.3(d).

“Welfare Plan” means any welfare plan, as defined in Section 3(1) of ERISA, applied without regard to the exceptions from coverage contained in Sections 4(b)(4) or 4(b)(5) thereof.

ARTICLE II PURCHASE AND SALE

2.1 **Purchase and Sale of the Shares**. Concurrently with the execution and delivery of this Agreement, upon the terms and subject to the conditions of this Agreement, (a) Spectris is selling, transferring, assigning, conveying and delivering to Fluke U.S., free and clear of all Encumbrances, and Fluke U.S. is purchasing and accepting from Spectris, all of the issued and outstanding shares of capital stock of Ircon US and (b) Fairey is selling, transferring, assigning, conveying and delivering to Fluke Netherlands, free and clear of all Encumbrances, and Fluke Netherlands is purchasing and accepting from Fairey, all of the issued and outstanding shares of capital stock of Ircon Netherlands (together with the issued and outstanding shares of capital stock of Ircon US, the “Shares”).

ARTICLE III PURCHASE PRICE

3.1 **Initial Purchase Price**. The aggregate purchase price for the Shares payable at Closing pursuant to Section 4.2 (the “Initial Purchase Price”) shall be an amount equal to:

- (i) the Debt Free/Cash Free Purchase Price; plus

(e) No notice of cancellation, of default or of any dispute concerning any Governmental Permits has been received by, or is known to, either Company or either Seller and, to the Knowledge of Sellers, no Governmental Body intends to modify, cancel, terminate or not renew any Governmental Permit.

5.9 Real Property. Neither Company owns any real property, nor does either Company hold any option to acquire any real property. Schedule 5.9 sets forth a list of each lease or similar agreement under which either Company is lessee or sublessee of, or holds, uses, occupies or operates, any real property owned by any third Person (the "Ircon Real Property Leases").

5.10 Personal Property Leases. Schedule 5.10 contains as of the date of this Agreement a list of each lease or other agreement or right under which either Company is lessee of, or holds or operates, any machinery, equipment, vehicle or other tangible personal property owned by a third Person, except those which are terminable by such Company without penalty on 60 days' or less notice or which provide for annual rental payments of less than \$10,000.

5.11 Intellectual Property. (a) Schedule 5.11(a) contains a list of all copyright applications and registrations, Patent Rights and Trademarks owned by the Companies or used in the conduct of the Business, and which are material to the conduct of the Business as currently conducted.

(b) Schedule 5.11(b) contains a list of all Software used by the Companies which is material to the conduct of the Business, as currently conducted.

(c) Schedule 5.11(c) contains a list of all material contracts, licenses and sublicenses that relate to any Intellectual Property used in the conduct of the Business or to Software listed in Schedule 5.11(b), excluding "shrink-wrap" licenses, "click-wrap" licenses, "end-user" license and other licenses for commercially-available Software with license fees of less than ten thousand dollars (\$10,000).

(d) Except as set forth in Schedule 5.11(d), the Companies either: (i) own the entire right, title and interest in and to the Intellectual Property which is material to the conduct of the Business, free and clear of any Encumbrance; or (ii) have a valid contractual right or license to use the same in the conduct of the Business.

(e) Except as set forth in Schedule 5.11(e), to the Knowledge of Sellers, the Copyrights, Patent Rights and Trademarks identified in Schedule 5.11(a) are valid and in force. To the Knowledge of Sellers, no Person (including any current or former employee or consultant of either Company) is infringing, violating or misappropriating any Intellectual Property owned by either Company.

(f) Except as set forth in Schedule 5.11(f), (i) no infringement by the Companies and, to the Knowledge of Sellers, by any reseller, distributor, customer or user of any product sold, or service provided, by either Company of any intellectual property rights of any other Person has occurred or resulted in any way from the conduct of the Business within the past six years, and (ii) no written notice of a claim of any infringement of any intellectual

property rights of any other Person has been made or asserted to the Companies in respect of the conduct of the Business.

(g) Except as set forth in Schedule 5.11(g), no proceedings are pending or, to the Knowledge of Sellers, threatened against the Companies which challenge the validity or ownership of any Intellectual Property owned by the Companies.

5.12 Title to Property; Availability of Assets.

(a) The Companies have good and valid title to, or a valid leasehold interest in, each item of tangible personal property, intangible property or other asset or right owned or used by the Companies, free and clear of all Encumbrances, except for Permitted Encumbrances. All of the tangible personal property owned by the Companies is located on the property leased pursuant to the Ircon Real Property Leases.

(b) Except as set forth in Schedule 5.12, the assets owned, leased or licensed by the Companies constitute all the assets used in or relating to the Business (including all books, records, computers and computer programs and data processing systems).

5.13 No Violation, Litigation or Regulatory Action. Except as set forth in Schedule 5.13:

(i) the Companies have complied with all applicable Requirements of Law and Court Orders, other than those instances of noncompliance which would not reasonably be expected to have a Material Adverse Effect;

(ii) to the Knowledge of the Sellers, neither the Companies, the Sellers nor Spectris plc has conducted any internal investigation with respect to any actual, potential or alleged fraud or illegal activity involving either of the Companies committed by any director, officer or employee of either Company;

(iii) as of the date hereof, there are no lawsuits, claims, suits, proceedings or investigations pending or, to the Knowledge of Sellers, threatened against the Companies;

(iv) as of the date hereof, there is no action, suit or proceeding pending or, to the Knowledge of Sellers, threatened that questions the legality of the transactions contemplated by this Agreement or any of the Seller Ancillary Agreements; and

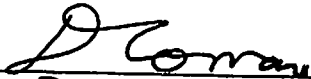
(v) there are no Court Orders outstanding and in force against the Companies, other than those Court Orders which do not have a Material Adverse Effect.

5.14 Contracts. Except as set forth in Schedule 5.14 or any other Schedule hereto, as of the date of this Agreement, neither Company is a party to or bound by:

(i) any contract for the future purchase or sale of real property;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**FLUKE ELECTRONICS
CORPORATION**

By: 
Name: Daniel L. Comas
Title: VICE PRESIDENT

FLUKE HOLDING B.V.

By: _____
Name: _____
Title: _____

SPECTRIS INC.

By: _____
Name: _____
Title: _____

FAIREY NETHERLANDS B.V.

By: _____
Name: _____
Title: _____

**SPECTRIS PLC (solely for the
purposes of Sections 7.7 and 7.8)**

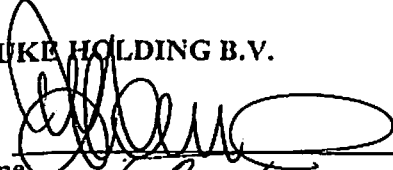
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.


FLUKE ELECTRONICS CORPORATION

By: _____
Name:
Title:

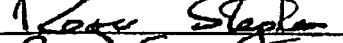
FLUKE HOLDING B.V.

By: 
Name: J. Roethman
Title: V.P.

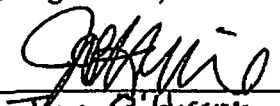
SPECTRIS INC.

By: 
Name: ROGER STEPHENS
Title: PRESIDENT

FAIREY NETHERLANDS B.V.

By: 
Name: ROGER STEPHENS
Title: DIRECTOR

SPECTRIS PLC (solely for the purposes of Sections 7.7 and 7.8 of the Purchase Agreement)

By: 
Name: John O'Higgins
Title: Chief Executive

TRADEMARK

REEL: 003780 FRAME: 0615

DISCLOSURE SCHEDULE

Unless otherwise defined in this Disclosure Schedule, all capitalized terms used in this Disclosure Schedule have the same meanings assigned to them in the Stock Purchase Agreement dated as of June 15, 2007 among Fluke Electronics Corporation, Fluke Holding B.V., Spectris Inc., Fairey Netherlands B.V. and Spectris plc (solely for the purposes set forth therein) (the "Agreement"). Disclosure of any fact or item in this Disclosure Schedule referenced by a particular section in the Agreement shall be deemed to have been disclosed with respect to every other representation and warranty in the Agreement but only to the extent that an inaccuracy of any representation or warranty is reasonably apparent based solely on review of the content of such disclosure without any independent inquiry or investigation. The headings contained in this Disclosure Schedule are inserted for convenience of reference only and shall not be deemed to be a part of or to affect the meaning or interpretation of the information contained in this Disclosure Schedule or the Agreement. The inclusion of any specific item in any Schedule is not intended to imply that the item so included, or other items, are or are not material, and no party to the Agreement shall use the fact of the inclusion of any such item in any dispute or controversy between the parties as to whether any obligation, item or matter not described herein or included in any Schedule is or is not material for purposes of this Agreement. Unless the Agreement specifically provides otherwise, neither the specification of any item or matter in any representation or warranty contained in the Agreement nor the inclusion of any specific item in any Schedule is intended to imply that such item or matter, or other items or matters, are or are not in the ordinary course of business, and no party to the Agreement shall use the fact of the setting forth or the inclusion of any such item or matter in any dispute or controversy between the parties as to whether any obligation, item or matter not described in the Agreement or included in any Schedule is or is not in the ordinary course of business for purposes of the Agreement.

Schedule

- 1.1 Contracts Affecting Transitional Services
- 3.3(a)(i) Form of Closing Management Accounts
- 3.3(a)(ii) Accounting Principles
- 3.5 Allocation of Purchase Price
- 5.3 No Conflicts of Sellers and the Companies
- 5.5 Financial Statements
- 5.6 Operations Since Financial Statements Date
- 5.7 Taxes
- 5.8(b) Governmental Permits
- 5.9 Real Property
- 5.10 Personal Property Leases
- 5.11(a) List of Intellectual Property
- 5.11(b) Software
- 5.11(c) Licenses of Copyrights, Patent Rights, Trademarks and Software
- 5.11(d) Right, Title and Interest in Copyrights, Patent Rights, Trademarks and Software
- 5.11(e) Registrations of Copyrights, Patent Rights and Trademarks
- 5.11(f) Infringement of Copyrights, Patent Rights and Trademarks
- 5.11(g) Challenge to Copyrights, Patent Rights and Trademarks

Schedule 5.11(a)

List of Intellectual Property

Trademark Registrations

Trademark	Registration No.	Registration Date	Country
MINIRT	2449768	05/08/01	United States
DIGICAM-IR	2470690	07/17/01	United States
ULTIMAX	1617487	10/16/90	United States
MODLINE PLUS	1528015	03/07/89	United States
MAXLINE	4730212	11/28/03	Japan
MAXLINE	1506960	10/04/88	United States
MIRAGE	1477494	02/23/88	United States
MODLINE 4	1321908	02/26/85	United States
IRCON	165752	10/17/69	Canada
IRCON	107173	02/04/98	Israel
IRCON	4730213	11/28/03	Japan
IRCON	1421788	12/23/86	United States
SCANIR	1821050	02/15/94	United States
INFRARAIL & Design	2007242	10/08/96	United States
INFRARAIL	2007243	10/08/96	United States
MODLINE	4726223	11/14/03	Japan
MODLINE	0593195	9/14/04	South Korea
MODLINE	2866291	7/27/04	United States
LUMITRON	4789518	7/23/04	Japan
LUMITRON	0604597	1/3/05	South Korea

Trademark Applications

Trademark	Serial No.	Filing Date	Country
MAXLINE	1206854	6/17/2003	India
MAXLINE	2003-26306	6/11/2003	South Korea
IRCON	1206855	6/17/2003	India
IRCON	2003-26305	6/11/2003	South Korea
MODLINE	1206856	6/17/2003	India
LUMITRON	1208086	6/20/2003	India

Patents Granted

Patent Description	Patent No.	Date	Jurisdiction
Measuring Apparatus	3,973,122	8/3/1976	United States
Infrared Thermometer With Fiber Optic Remote Pickup	4,919,505	4/24/1990	United States


STOCK POWER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto Fluke Electronics Corporation one hundred (100) shares of the common stock of Ircon, Inc., a Delaware corporation (the "Corporation"), represented by certificate number 1 standing in the undersigned's name on the books of the Corporation.

The undersigned hereby irrevocably constitutes and appoints Mark A. Dewire, attorney to transfer the said shares on the books of the Corporation, with full power of substitution in the premises.

SPECTRIS INC.

Dated: June 15, 2007

By: 
Name: ROGER STEPHENS
Title: PRESIDENT